

# Feather River



## COORDINATED RESOURCE MANAGEMENT

PLUMAS CORPORATION

550 Crescent St., P.O. Box 3880 Quincy, CA 95971 (530) 283-3739

California Department of  
Forestry and Fire Protection

California Department of  
Fish and Game

California Department of  
Water Resources

California Regional Water  
Quality Control Board

Feather River College

North Cal-Neva Resource  
Conservation and  
Development District

Pacific Gas & Electric

Feather River Resource  
Conservation District

Plumas Corporation

Plumas National  
Forest USFS, USDA

Plumas Unified School District

Natural Resource  
Conservation Service, USDA

U.S. Army Corps of Engineers

U.S. Fish & Wildlife Service

California Department of  
Transportation

University of California  
Cooperative Extension

California Department of  
Parks and Recreation

Plumas County Community  
Development Commission

Salmonid Restoration  
Federation

USDA Farm Services Agency

Plumas County

Bob Kingman

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn Ca. 95603

20 March 2007

Re: Formal Comment Letter to Project Grant Criteria

This comment letter addresses the proposed Land Tenure guidelines as applied to site improvement projects. These tenure requirements appear to limit project proposals to Land Trusts and Conservancies. This provision appears to exclude watershed groups, Resource Conservation Districts, Fire Safe Councils and other entities from grant consideration.

Historically, these entities and others have been providing natural resource restoration and management assistance to landowners/agencies for several decades. This assistance has been secured from a wide range of federal, state and local funding programs. These funding sources have not required landowners to cede direct control of their land management activities. All of these programs do require a formal landowner or project agreement to ensure project sustainability and to protect the public investment.

I respectfully request that the land tenure requirements for site improvement projects be changed to a project agreement requirement. Appended are two (2) examples of project agreements that have been used in Plumas County for the past ten years: Appendix 1 is the Feather River Coordinated Resource Management (FR-CRM) standard project agreement format; Appendix 2 is a sample project agreement for Plumas County Fire Safe Council projects.

Sincerely,

Jim Wilcox  
Feather River CRM Program Manager  
Plumas Corporation

## **APPENDIX 1**

### **LANDOWNER AGREEMENT**

#### **RED CLOVER/McREYNOLDS CREEK RESTORATION PROJECT**

**April 25, 2006**

##### **Project Goals:**

The Red Clover/McReynolds Creek Project is located primarily on private lands owned by the Goodwin Family. The goal of this project is to reduce the erosion of the meadow, improve fish and wildlife habitat, restore the aesthetics of a stable riparian area while maintaining its multiple-use values. The project goals match the mission of the Feather River Coordinated Resource Management (CRM) group from whom the landowner requested assistance in the Fall, 2002. These goals are also consistent with those of the Proposition 13 CALFED Watershed Program that is funding project construction through a contract with Plumas Corporation. The above referenced entities have been engaged in a collaborative partnership to achieve these shared visions. This agreement that outlines the roles, responsibilities and limitations of the partners, will remain in effect for a period of ten (10) years, through September 30, 2016.

##### **Problem Statement:**

The partners, through a three-year process of data collection and analysis, have determined that the primary channel characteristic impacting the goals stated above is the disconnection of the channel from its historic functional floodplain. This channel/floodplain disconnection is pervasive throughout the upper Feather River watershed meadows and valleys. The disconnection results from entrenchment of the channel into its alluvial foundation. This entrenchment phenomenon in the watershed has frequently been associated with practices and watershed impacts dating back over 100 years.

Restoration efforts on Red Clover Creek, both within the project area and without, have been ongoing for more than 20 years with positive initial responses in vegetation and habitat recovery. However, without the flood relief function of a floodplain, frequent moderate to major floods (1986, '93, '95, '97) and attendant sediment loads have repeatedly curtailed this recovery, with the notable exception of the Red Clover Creek Demonstration Project (RCCDP). The existing deeply entrenched channel functions as a 'drain' that de-waters much of the meadow. This has induced a vegetative conversion from perennial moist meadow grasses and forbs to less desirable dry site annuals, forbs and sagebrush. Ongoing monitoring of other CRM meadow projects indicates the potential for functional meadow floodplains to attenuate floods and increase summer baseflows through shallow groundwater storage.

##### **Project Concept:**

The three-year process of data collection, analysis and development of conceptual alternatives by the partners through the CRM Technical Advisory Committee (TAC) process has led to a decision to implement the following Design Alternative.

The selected design alternative will entail abandoning the existing entrenched, disturbed channel. Streamflow will be returned to existing remnant channels on top of the meadow, which will also re-connect the channel to its naturally evolved floodplain. This will be accomplished by filling the existing gully back to its original grade via the pond-and-plug method. This is expected to raise the shallow groundwater table and re-invigorate the meadow vegetation.

The project also entails installation of livestock management infrastructure. This infrastructure consists

of approximately 42,000 linear feet of new or replacement fencing and spring development in two (2) locations (see attached map). Several of the ponds created as part of the project implementation will be sited and designed to provide off-channel water sources as well.

### **Project Requirements:**

The sustainability of all natural restoration projects require certain key activities to provide for the long-term sustainability of the partners' shared vision. This requires the identification of the roles and responsibilities of the partners in the **monitoring, maintenance and management** of the project as well as potential funding resources beyond the current contract period. It also requires, to the extent feasible at this time, identification of important thresholds for triggering maintenance and management decisions in the long-term.

**Monitoring:** Project monitoring has three objectives: 1) to document the success/failure of the project in meeting project goals; 2) to identify potential or actual need for post-project maintenance intervention; 3) to provide information to the PNF and landowner(s) in developing short- and long-term management decisions. Thorough project monitoring requires collaborative effort in both quantitative data collection and qualitative observation.

<b>Monitoring Components:</b>	Fish- size, <i>number, species</i> Wildlife- <i>species, number</i> Hydrology- <i>streamflow, water temperature, groundwater</i> Vegetation- <i>community change, percent cover, forage productivity</i> Channel- <i>X-section</i> , profile Photo- <i>change over time</i>
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<b>Monitors by Component:</b>	Fish (Ca. Dept. of Water Resources) Wildlife (Ca. Dept of Water Resources) Hydrology (Plumas Corp) Vegetation (Plumas Corp/landowner) Channel (Plumas Corp) Photo (Plumas Corp)
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<b>Monitoring Intervals:</b>	Fish- two years baseline/ biennially 4-10 years Wildlife- baseline/annually 2-5 years Hydrology- baseline/monthly 2-5 years Vegetation- baseline/annually 2-10 years Channel- baseline/1 year/after flood for up to 10 years Photo- baseline/annually 2-10 years
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The monitoring components ***bold italicized*** above would, in total, provide information to document monitoring objective #1- project success/failure. The channel and vegetation components would identify needs for objective #2- maintenance. Channel, vegetation and aesthetic components would provide the FRCRM and landowner information for objective #3- management. All direct data collection activities would be augmented by qualitative observations from casual visits, flood monitoring and TAC evaluation.

### **Project Maintenance:**

Ideally, a natural restoration project should have minimal need for ongoing maintenance. However, as a 'disturbed' site, a restoration project will require several years to recover and develop the resistance

necessary to absorb the impacts of infrequent, but high stress, events such as major floods (>10 year) or severe drought. Alluvial channels such as Red Clover Creek and McReynolds Creek are expected to adjust laterally. The quantitative and qualitative monitoring will be focused on detecting the potential for vertical adjustment of the channel (particularly entrenchment) as well as anomalies in the channel bed deposition patterns. Typically, the project TAC will remain in place and active for many years after a project has been completed. This provides for long-term evaluation of monitoring data/observations, maintenance recommendations and support for land management decisions. Maintenance of the project will become the landowners' responsibility with, if necessary, attempts at further grant support through the auspices of the Feather River CRM.

### **Project Land Management:**

The responsibility for managing the lands encompassing this project ultimately falls on the landowner(s), the Goodwin Family with support from the project TAC and the USDA- Natural Resources Conservation Service (NRCS). A binding contract between the landowner(s) and NRCS explicitly details livestock management activities within the project area. The above referenced agreement, though summarized below, is hereby incorporated in its entirety into this agreement. A short-term management strategy for the project, along with the monitoring plan and thresholds for recovery and subsequent management are described below.

The project area and adjacent uplands, currently comprising two (2) fenced pastures will be further fenced as part of the project work to total five (4) pastures. Additionally, off-channel livestock water supplies will be provided via spring development or project-related ponds. The restored riparian area will be enclosed in permanent fencing to allow separate management of the primary meadow/floodplain/channel area. This enclosure will have grazing excluded for 3 years with annual monitoring, until monitoring indicates that the vegetation has recovered to the extent it will be resistant to significant floodflow stress. Significant floodflow stress will result when floodplain flow depths exceed 1.5' and a velocity of 2 feet/second in this project area. After 3 years the decision to re-introduce livestock into enclosure will be assessed on a yearly basis by landowner(s), NRCS and CRM staff based on the results of the ongoing monitoring program.

## **APPROVAL SIGNATURES**

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George Goodwin- Landowner

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Scott Thompson- Landowner

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Todd Hillaire- Ca. Dept. of Water Resources

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Dennis Heiman- Cent. Valley RWQCB

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Dan Martynn- District Conservationist  
USDA- Natural Resource Conservation Service

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Jim Wilcox- Plumas Corporation

## **APPENDIX 2**

### **LANDOWNER AGREEMENT "FIRE SAFE" FUEL REDUCTION PROJECT**

This agreement is made by and between Plumas Corporation and \_\_\_\_\_ (hereinafter "Landowner.") Landowner owns property, APN # \_\_\_\_\_, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the County of Plumas has received a grant to conduct "fire safe" projects in which excess timber and vegetation is removed and thinned from the property of local landowners to increase the ability to control and suppress forest fires that may occur in the future; and,

WHEREAS, the County of Plumas has entered into an agreement with Plumas Corporation to provide administrative services to the project; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of fire.

NOW THEREFORE, the parties agree to the following terms and conditions:

#### **SECTION 1 - TERM OF AGREEMENT**

1.0-Work shall begin upon execution, and be completed prior to December 31, 2003.

#### **SECTION 2 - RESPONSIBILITIES OF PLUMAS CORPORATION**

- 2.1- Plumas Corporation will comply with the California Forest Practice Act, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Plumas Corporation will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Plumas Corporation shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Plumas Corporation is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Plumas Corporation shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."
- 2.5- Plumas Corporation may sell or arrange for the purchase of logs and/or chips removed from the property. Landowner will not receive the proceeds from logs or chips sold by Plumas Corporation.
- 2.6- Plumas Corporation shall ensure that timber operators and foresters have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Plumas Corporation.

#### **SECTION 3 - SALE OF LOGS AND CHIPS**

- 3.1- All merchandisable material (i.e. logs and chips) removed from Landowner's property shall be sold to defray the costs of the project. Legal ownership and title of merchandisable material resulting from the project shall be vested with Plumas Corporation. Plumas Corporation shall use the proceeds from the sale of such products for grant purposes. Landowner will not receive any compensation from the sale.

#### **SECTION 4 - RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 4.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to make the property

more fire safe, (2) to plan and perform work contemplated by this agreement, (3) to educate the public regarding the project, and (4) as otherwise necessary to complete this agreement.

- 4.2- Landowner shall allow Plumas Corporation to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand "fire-safe" property management. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.
- 4.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- 4.4- Landowner shall locate, by survey if necessary, the boundaries of the property.
- 4.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 4.6- Landowner shall be financially responsible for any improvements needed to complete the project. The needed improvements are: \_\_\_\_\_.
- 4.7- Landowner shall review the thinning plan developed for their property. Landowner shall approve such plan in writing no later than 10 days after the plan was developed.

#### **SECTION 5 - OWNERSHIP OF PROPERTY**

- 5.1- Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Plumas Corporation by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

#### **SECTION 6 - BOUNDARIES**

- 6.1- Plumas Corporation may locate the timber harvest boundary along the approximate or actual property line as determined by the Landowner, Plumas Corporation or previous surveyor. Plumas Corporation is not a licensed surveyor and timber harvest boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing timber harvest boundaries along property lines is the Landowner's sole responsibility.

#### **SECTION 7 - HOLD HARMLESS PROVISION**

- 7.1- The landowner shall defend, indemnify, and hold harmless the County of Plumas, Plumas Corporation, their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

#### **SECTION 8 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT**

- 8.1- Plumas Corporation, and each and every employee, agent or independent contractor of Plumas Corporation, shall not be for any purpose an employee of Landowner. Plumas Corporation shall perform its work as an independent contractor. Plumas Corporation at all times shall determine the method, details, and means of performing the work of this agreement.

#### **SECTION 9 - DESIGNATED REPRESENTATIVES**

- 9.1- John Sheehan is the Plumas Corporation's representative in this matter. \_\_\_\_\_ is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Plumas Corporation**

John Sheehan

Plumas Corporation

**Landowner**

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

P.O. Box 3880  
Quincy, CA 95971

\_\_\_\_\_ (Address)

## SECTION 10 - DAMAGE CLAUSE

- 10.1-In the event that trees are cut that were not designated for harvest or the work causes excessive damage to remaining trees on Landowner's property, Plumas Corporation shall pay Landowner a penalty of the delivered log value(s), as paid by the purchasing mill per species, for the gross volume of the felled or damaged timber. Landowner accepts this penalty amount as a fair value for compensation for any wrongfully harvested or damaged trees.

## SECTION 11 - MISCELLANEOUS

- 11.1-Attorney's Fees & Venue. Venue shall be in Plumas County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 11.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 11.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.
- 11.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.
- 11.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## SECTION 12 - TERMINATION

- 12.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## SECTION 13 - AUTHORITY & EXECUTION

- 13.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

**PLUMAS CORPORATION**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDOWNER**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**DISCLOSURE STATEMENT**

This agreement was prepared as a component of the project funded by an agreement with the United States Forest Service designated as Agreement No. 02-DG-11051150-018 (Plumas County) in the amount of \$55,000.00